

UNIVERSITY SYTEM OF NEW HAMSHIRE FACILITIES USE AGREEMENT

This Agreement is made effective [INSERT DATE] between [INSERT USNH INSTITUTION NAME] ("Institution") a public institution of higher education within t h e University S y s t e m of New Hampshire ("USNH"), and _____("User") for the rental and use by User of certain Facility or facilities owned by Institution.

USER¹

Contact:

Phone:

Email:

Mailing Address:

Organization Type (check one):

USNH Dept/Org

USNH Student Org

Non-USNH Org

PURPOSE AND TERM

Description of Event or Use:

Estimated Number of Participants (if applicable):

Arrival Date:

Arrival Time:

Departure Date:

Departure Time:

FACILITY

[describe the physical Facility that is being leased by Institution to User]

CAPACITY

Persons will not be admitted into the facility in excess of _____

ADDITIONAL EQUIPMENT AND SERVICES.

In addition to use of the Facility, the Institution shall provide the following equipment/services:

¹ If the User is claiming tax exemption, a copy of appropriate documentation of tax-exempt status must be provided to [DESIGNATED INSTITUTION CONTACT] at least [14 business days] prior to use of the Facility.

Note: All public safety services must be coordinated by Campus Law Enforcement. User should contact Campus Law Enforcement at [contact name and phone number] with all public safety issues, as outlined in paragraph 4 of the attached Terms and Conditions.

CHARGES

[customize charges as applicable from Exhibit 1, and insert here]

PARKING AND OTHER ANCILLARY USE OF INSTITUTION PREMISES

[describe parking arrangements and other ancillary premises use]

FACILITIES USE AGREEMENT

Terms and Conditions

Institution owns the Facility (as specified above) which, from time to time, is available for rent. User desires to rent the Facility for the Purpose as set forth in the Agreement, and Institution is willing to extend to User the use of the Facility on the terms and conditions set forth herein. In consideration of the mutual promises and other good and valuable consideration, Institution and User agree as follows. This Agreement and its Addenda, if any, contain all terms between the parties and may be amended only in writing signed by both parties.

1. Use of Facility. Institution grants permission to User to use the Facility for the sole Purpose as set forth in this Agreement. Use of the Facility for any other purpose is prohibited without first obtaining the written consent of the Institution. When using the Facility, User will comply with all applicable state, federal or city laws and regulations, and with the policies and regulations of the Institution pertaining to the use and occupancy of the Facilities. User must provide Safety Data Sheets (SDS) for any chemicals or hazardous substances being brought onto UNH property. User will obtain any additional permits or licenses required by its use of the Facility. User will ensure that no portion of the sidewalks, entries, passageways, doors, aisles, windows, vents, or ways of access to the public utilities be blocked or obstructed.

Without limiting the foregoing, Institution policies include a prohibition on smoking in Institution facilities and within 20 feet from the exterior of buildings, and compliance with the Drug-Free Workplace and Drug-Free Workplace Acts. Alcohol will be permitted only certain designated locations on campus are approved for serving alcoholic beverages and in accordance with the Institution's published Alcohol Policies.

Except as specifically provided in this agreement, User agrees that it will not use the Institution's equipment, tools or furnishings without first seeking and receiving the Institution's approval, and that Institution equipment and tools shall be operated only by User's technical personnel that have been approved by Institution. User will obtain the Institution's prior written permission prior to bringing any equipment into the Facility. Institution, being actively engaged in the operation and maintenance of the facility, reserve the right to enter upon and to have free access to said facility at any and all times.

2. Term. User may use the Facility only during the dates/times as specified above. Any extension of the Term will be effective only upon written agreement signed by both parties.

3. Fees and Payment. User agrees to pay the charges as set forth in this Agreement, on the terms set forth therein. Interest at the rate of 5% per month will be charged on the unpaid balance after its due date. In addition, User will be responsible for payment of any and all collection fees should final payment not be made within the time frame indicated.

4. Campus Public Safety. The Campus Law Enforcement Executive or his/her designee shall be the sole person responsible for all campus public safety and/or law enforcement considerations within facilities and/or grounds operated by the Institution, and will collaborate with the staff of those facilities and/or grounds to ensure safe operations on Institution property. User must share any threat-level assessments, enhanced security

considerations, and/or significant law enforcement resource needs with both the staff of the designated facility and Campus Law Enforcement. Decisions relative to the deployment, staging, staffing, and scope of law enforcement personnel, as well as emergency management considerations, shall be at the direction of the Campus Law Enforcement Executive or his/her designee. There shall be absolutely no private security, bodyguards, security contractors, advisors, etc., allowed on Institution premises except with the expressed permission of the Campus Law Enforcement Executive or his/her designee. There shall be absolutely no weapons of any kind allowed inside any part of a facility and/or grounds operated by the University System of New Hampshire except by duly-authorized and sworn law enforcement officers of whom Campus Law Enforcement is aware. User will immediately contact Campus Law Enforcement if it becomes aware of criminal activity occurring in the Facility or on Institution premises.

5. **Network Access Exclusion and IT/Internet Services.** User acknowledges and agrees that access to the University System of New Hampshire (USNH) enterprise network is not included in this Agreement. This exclusion includes, but is not limited to, internal servers, Wi-Fi networks, VPNs, software systems, databases, and any other IT infrastructure or services provided by USNH Enterprise Technology & Services (ET&S). The User shall be solely responsible for obtaining and managing any internet or network services required for their operations. The User shall not attempt to access, connect to, or otherwise utilize USNH's enterprise IT or ET&S resources. User is liable for the cost of any disruption to USNH IT services caused by User's use of any of the aforementioned services.

In the event internet connectivity is required, USNH ET&S's IBeam group offers internet connectivity to non-USNH organizations under a standard rate schedule. This service is limited to internet access only. All other IT responsibilities—including network management, cybersecurity, and desktop support—shall remain entirely with the User. If the User is interested in IBeam services a request for an estimate can submit at wannetops@unh.edu. The User must provide ET&S 30 day official notification to Arrival Date if these services are being requested.

User shall not remove or alter any existing USNH IT equipment or infrastructure without the written consent of the USNH CIO or delegate. The User shall pay for any removal and/or modification of USNH IT equipment.

If there is any use of USNH IT equipment or systems, then all USNH policies must be followed. In such event, USNH makes no representations regarding the security, confidentiality, or integrity of any data transmitted through or stored on its equipment or systems, and cautions User that such equipment and systems are not secure for their transmission of sensitive, confidential or legally protected information. The User agrees that any use of USNH's equipment and systems is at the User's sole risk, and the Institution shall have no liability for any loss, unauthorized access, disclosure, or misuse of data. The User is solely responsible for ensuring that it complies with all applicable data protection, privacy, and cybersecurity laws and regulations, including but not limited to the Health Insurance Portability and Accountability Act (HIPAA), the Family Educational Rights and Privacy Act (FERPA), the General Data Protection Regulation (GDPR), or any other relevant laws in the jurisdictions in which the User operates. USNH expressly disclaims any responsibility or liability for the User's failure to comply with such laws, and the User agrees to hold USNH

harmless from and against any and all claims or expenses arising from such failure. User is strictly prohibited from engaging in any activity that may damage, disrupt, degrade, or compromise the performance, integrity, or security of USNH's equipment or systems.

6. Alteration and Damage. User agrees to maintain the Facility in the good order and condition as it was prior to the use, and not to alter, damage, mar, or in any way deface the Facility. Alterations include, but are not limited to, movement of furniture and driving nails, hooks, tacks or screws into any part of the Facility. Alterations to the Facility without the Institution's written permission will result in a charge equal to the cost of restoring the area to its original conditions being levied against the User. In the event that the Facility is not vacated by User when specified at the end of the term, Institution is authorized to remove, at User's expense, all property left by User in the Facility. User assumes full responsibility for the acts of all persons using the Facility under this Agreement and agrees to reimburse the Institution for any and all damages done to the Facility during the term of this Agreement.

7. Signage. All signage will be provided at User's expense. Signage visible outside the Facility must be approved by the Institution prior to posting. Signage is restricted to designated areas within a Facility only and is subject to approval by the Institution. Signage must be in compliance with all Facility policies.

8. Publicity and Advertising. Any publicity or advertising that User intends to use that includes the Institution's name, images or brand marks must be reviewed and approved in advance by the Institution. User shall not hold itself out as affiliated with Institution and shall include in all of its public communications a statement which clearly indicates that the event is not sponsored by Institution. The User agrees to refrain from person to person solicitations unless permitted by the Institution and in compliance with the Institutions policies.

9. Intellectual Property. User is responsible to obtain all necessary license for intellectual property that it uses in the Facility, and nothing in this Agreement provides User with rights to the Institution's intellectual property or claim under Institution licenses.

10. Non-Discrimination. User agrees not to discriminate in any manner on the basis of sex, sexual orientation, gender expression or identity, race, creed, age, color, national origin, religious belief, disability, status as a disabled veteran, or veteran of the Vietnam era, and to comply with all non-discrimination laws and policies which the Institution promulgates and to which the Institution is subject.

11. Release, Hold Harmless, and Indemnity. User agrees to conduct its activities in the Facility in a careful and safe manner. In full recognition and understanding of the responsibilities, hazards, and dangers inherent in its use of the Facility, User agrees (for itself and its successors, assigns and agents):

1. to assume all risks and responsibilities involved in using the Facility under the terms of this agreement;
2. to release and hold harmless and to indemnify the Institution and its trustees, officers, agents, and employees from and against claims, demands, causes of action, liability, damage, loss, or expense (including reasonable attorneys' fees and expenses of litigation) arising from the use of the Facility under the terms of this Agreement;

3. this agreement to release, hold harmless and indemnify shall apply to all claims, demands and causes of action whether or not the result of negligent acts or omissions on the part of the Institution, or its trustees, officers, agents, or employees.

The Institution assumes no responsibility of for loss, damage or theft of personal property.

This provision shall survive termination or cancellation of this Agreement.

12. **Insurance.** Without limiting User's obligations under the preceding section, User agrees that it will at all times during the Term of the Agreement, at its own expense keep in full force and effect, from companies satisfactory to the Institution, insurance with combined single limit coverage of at least one million dollars (\$1,000,000.00) per occurrence, and at least two million dollars (\$2,000,000.00) in the aggregate, naming the Institution as an additional insured. A certificate of insurance shall be delivered to the Institution prior to the use of the Facility by the User. Said policy of insurance shall contain an agreement on the part of the insurance company that the policy or policies will not be canceled, or the coverage amended, without thirty (30) days' prior written notice to the Institution, and shall contain no exclusions or sub-limits for incidents arising from sexual misconduct (including, but not limited to, sexual molestation, sexual assault, sexual harassment, dating violence and stalking). User also will have in place a policy of statutorily mandated workers compensation insurance if required in accordance with applicable law and will carry any necessary automobile insurance. If User's insurance is written on a claims-made basis, User shall purchase the coverage necessary to ensure continued and uninterrupted coverage of all claims related to the Facility, including those made after the policy expires or is terminated. The Institution may be able to facilitate User's purchase of individual event insurance through TULIP (see <https://tulip.ajgrms.com/>) for Users who cannot otherwise provide the required insurance certificate.

13. **Force Majeure.** In the event the Facility is rendered unsuitable for the conduct of activities or events by reason of force majeure, the Institution may terminate this Agreement by written notice within five (5) days following such casualty and the Institution shall not be responsible for any damages sustained by User. "Force majeure" shall mean fire, earthquake, flood, strikes, work stoppages, or other labor disturbances, riots or civil commotions, litigation, war or other act of any foreign nation, power of government, or governmental agency or authority, or any similar cause, which is beyond the control or authority of the Institution.

14. **Cancellation or Termination for Default.** Either party may terminate this Agreement in the event of a material breach by the other of any term or condition herein. For any Agreement with a Term in excess of 30 days, the party in breach will have five (5) calendar days following written notice of breach from the other in which to cure such breach and provide written verification of such cure.

For Agreements with a Term of 7 days or less: If a written cancellation notice is received from the User no less than thirty-one (31) days prior to the scheduled event date, all deposits will be refunded. Users who cancel between eight (8) and thirty (30) days prior to the scheduled event date forfeit 50% of the total estimated cost. Users who cancel seven (7) days or less prior to scheduled conference date will forfeit 100% of the total estimated cost.

15. Non-Assignment. User shall not assign or transfer this Agreement without the written consent of the Institution, and this Agreement is legally binding upon the heirs, representatives, successors, and assigns of both parties.

16. Severability and Savings Clause. In the event one or more clauses of this Agreement are declared illegal, void or unenforceable, that shall not affect the validity and enforceability of all the remaining clauses of this Agreement.

17. Governing Law and Forum. This Agreement shall be governed by and construed under the laws of the State of New Hampshire, which shall be the forum for any claim or lawsuit between the parties arising from or incident to the Agreement.

18. Relationship of Parties. Nothing in this Agreement shall be deemed to make the Institution and User partners or joint venturers or to create a relation of principal and agent between them, nor shall either the Institution or User hold itself out as joint venturer, partner, or agent of the other contrary to the terms of this Agreement by advertising or otherwise.

19. Addenda. The attached [cite applicable Addenda, if any. If none are applicable, delete this paragraph] are incorporated herein as part of the Agreement.

IN WITNESS WHEREOF, the authorized representatives of the parties have signed this Agreement on the dates set forth below.

[USNH INSTITUTION NAME]

(User):

By: _____
(Signature)

By: _____
(Signature)

(Printed Name)

(Printed Name)

(Title)

(Title)

Date: _____

Date: _____

EXHIBIT 1 - CHARGES

CHARGES FOR ATHLETIC EVENTS, CONFERENCES, CATERING AND/OR OVERNIGHT CAMPS

Estimate of Costs

This is an **estimate** and may not include all your requests at time of delivery. Final billing for will include guaranteed count or actual count of guests/participants, whichever is higher.

[COMPLETE AS APPLICABLE]

FACILITY RENTAL CHARGES:	\$
DINING - CATERING CHARGES (including 18% Service Charge):	
HOUSING:	
LOST ROOM KEY CHARGE: \$[50] PER KEY	
MAIL ROOM SERVICES:	
CLASSROOM TECHNICAL SERVICES:	
PARKING:	
CAMPUS TOUR:	
INSTITUTION POLICE OR OTHER SECURITY:	
MARKETING SERVICES:	
[CHARGES FOR ACCESS TO OTHER CAMPUS FACILITIES (E.G., POOL, ATHLETIC FACILITIES)]:	
SHUTTLE SERVICES:	
WIRELESS GUEST ACCOUNT (upon request):	No Charge
INSTITUTION CHECK-IN/ CHECK-OUT SERVICES	
[OTHER CHARGES (e.g., event coordination, ticketing services)]	
ESTIMATED SUBTOTAL:	\$
DEPOSIT DUE [DATE] WITH SIGNED CONTRACT (Please make check(s) payable to [Institution]):	\$
ESTIMATED BALANCE DUE NET 30 WITH FINAL INVOICE:	\$

CHARGES FOR RESEARCH FACILITY USE

Rental Rates are set at a level that considers full direct and indirect costs, including facilities and equipment amortization associated with the use of the facilities or equipment and also considers the on-going comparable rental rates of equivalent space in the community.

Typically, a base rental fee and additional rent charges will be assessed on a monthly basis, with provision for annual rental increases. Consult with [designated Institution office] in setting Facilities Use Charges.

FACILITIES USE AGREEMENT

ADDENDUM FOR YOUTH EVENTS

In addition to the Terms and Conditions set forth above, User and Institution agree to the following:

Compliance with Law and Policy: User should be familiar with the Institution Policy for the Protection of Minors (see <https://www.usnh.edu/University/iii-administrative-policies/f-protection-minors>).

User agrees it will comply with all applicable NH State and Federal laws for the protection of minors, including:

- Requiring background checks for staff and volunteers;
- Training for staff and volunteers working with minors, including NH State requirements for reporting suspected cases of child abuse and neglect.

Supervision of Minors. User covenants and agrees that all minor participants will be under its direct and complete supervision during the Term of the Agreement, and agrees that the Institution has no responsibility with respect thereto. User will obtain all necessary consent forms and will be responsible for the care of a minor participant in case of an emergency.

While User is responsible for the safety of minor children attending User's event, Institution reserves the right to review User's policies and practices regarding the protection and safety of minors.

Minors may not be left unsupervised for any extended period of time. Minimum ratios for supervision in Institution housing are as follows:

One (1) adult supervisor to five (5) participants with an average age between 4-5 One (1) adult supervisor to six (6) participants with an average age between 6-8 One (1) adult supervisor to eight (8) participants with an average age between 9-14 One (1) adult supervisor to ten (10) participants with an average age between 15-17

Insurance: As noted in the Agreement, User is required to obtain its own insurance that includes coverage with no exclusions or sub-limits for incidents arising from sexual misconduct (including, but not limited to, sexual molestation, sexual assault, sexual harassment, dating violence and stalking).

FACILITIES USE AGREEMENT

ADDENDUM FOR ATHLETIC EVENTS OR EVENTS WITH PHYSICAL RISK

In addition to the Terms and Conditions set forth above, User and Institution agree to the following:

Liability and Other Forms to be Signed by User's Employees, Guests and Participants. User agrees that any of its employees, guests or participants who engage in athletic activities or other events with physical risk pursuant to this Agreement shall sign and provide to the an Assumption of Risk/Hold Harmless Release and Waiver form, copy of which is attached hereto as Attachment A.

NCAA Compliance. The User shall provide to the Institution Athletic Director for compliance all information necessary for the Institution to comply with NCAA rules.

If the User is intending to host a basketball tournament, games or practices the following must apply:

- Men's/Boy's basketball: the Institution shall not host, sponsor or conduct a non- scholastic practice or competition for participants who have started the 7th grade.
- Women's/Girls basketball: the Institution shall not host, sponsor or conduct a non- scholastic practice or competition for participants who have started the 9th grade.

Any and all scholastic events must be sanctioned by the state governing body.

User will consult with the Institution Athletic Director for compliance not less than 14 days prior to any Athletic Events. User will at that time be provided with written materials outlining compliance requirements for the scheduled event and will be responsible to follow those requirements.

FACILITIES USE AGREEMENT

ADDENDUM FOR RESIDENCE HALL USE

Guaranteed Number of Participants. For overnight use of the Institution residence halls, a written FINAL GUARANTEE and ROSTER OF PARTICIPANTS will be provided to Institution fourteen (14) business days prior to the group's check-in. The FINAL GUARANTEE form will be signed by an authorized representative of the USER and will become part of this Agreement, superseding any and all previously estimated numbers of participants.

The FINAL GUARANTEE can increase by 10% up to five (5) business days prior to the event if space is available and it is agreeable with Institution. **No decrease in the Final Guaranteed Number of Participants will be accepted.**

All guarantees are for the entire event period. It is understood that the full package price will be charged for each of the guaranteed attendees regardless of actual attendance. There is no credit for nights not stayed or meals not eaten.

Check-in Time. Group check-in time must be scheduled between the business hours of 9:00 a.m. and 5:00 p.m. Group check-out must be completed prior to 12:00 p.m. in order to avoid the incurrence of additional charges. Check-out after 12:00 p.m. will be assessed a fee of [\$25] per hour unless previously arranged and approved in writing by Institution.

Prohibited Items: The following items are prohibited in Institution housing.

- Hot plates, toasters, heating/immersion coils, electric fry pans, deep fryers, toaster ovens, electric blankets, indoor portable grills (ex: George Foreman) non UL listed items, halogen lamps, candles, lava lamps, incense, space heaters, and extension cords.
- Clothes washers and dryers, dishwashers, waterbeds, hot tubs and similar items.
- Television or radio antennae that are placed outside the room window or anywhere on the exterior of the building or adjacent grounds
- Linens or clotheslines on the exterior of the building or adjacent grounds
- Tree swings
- Firearms, explosives, fireworks, weapons of any kind, hazardous chemicals, gasoline, propane, butane, automobiles, or vehicles of any kind (or parts, repair tools, accessories for any motor vehicle)
- Hover boards (use and storage)

Medical and Counseling Services: Please note that the Institution does not have medical services or counseling services available for external groups.

Construction, Renovation, Emergency Repairs and Shutoffs: Construction and/or remodeling or repair of academic and residential buildings on the Institution campus are

scheduled throughout the summer months. Construction is expected to occur during normal daytime working hours, and could result in disturbances and disruptions including, but not limited to, photography, increased noise and dust in the area surrounding the residence halls and apartments. Institution will work to help minimize any disruption to the User's event caused by nearby construction, renovation or repairs, but will not otherwise be responsible for any resulting harm.

FACILITIES USE AGREEMENT

ADDENDUM FOR EVENTS AND CATERING

Facility Condition and Substitutions. Institution shall provide event facilities and services as specified in this Agreement, but reserves the right to substitute comparable facilities and/or services as deemed appropriate and/or necessary. All Institution facilities are made available in "as is" conditions and are set up as normally used. Routine costs of custodial services, utilities, etc. are included in the charges. Special equipment and set-ups must be arranged for in advance and will be charged to the User. Additional facilities or services (including, but not limited to, ongoing meetings with Institution staff, storage, Institution Police/security, copying, pool and lifeguard, carpet cleaning, mail services, installation of air conditioning units, staging, special services/props and marquee signage) provided to the User that are not included in this Agreement will be itemized as direct costs and added to the final charges for the conference.

Please note that there may be other scheduled functions, meetings, events or classes in close proximity that may affect the quality of User's scheduled function.

Institution Catering. User is required to use [designated on-campus vendor] as the exclusive provider for all food served during events at the Institution. [Designated on-campus vendor] maintains a liquor license for full liquor service and will be the exclusive provider of all alcoholic beverages consumed at the premises. If User or its guests appear to be intoxicated, Institution reserves the right, in its sole judgement, to not serve any additional alcoholic beverages to the individual in question and if deemed necessary, to call the appropriate authorities, if the safety or anyone at an event or leaving an event is a concern.

Payment Schedules. This Agreement provides that the User will pay for services and facilities for an estimated total cost as itemized. Final charges will be based on the actual number of participants and meals when applicable. Charges may be added due to an increase number of participants, requests for changes in and/or additional services and/or facilities etc. Institution reserves the right to cancel this Agreement upon notifying the User in writing and make the space available to others if the User does not adhere to the payment schedule:

1. User will sign and forward this agreement by DATE with deposit (if required) as outlined in Estimate of Costs. A tentative agenda or program outlining the anticipation needs for the event or conference must be returned with this Agreement. A final agenda or program is to be submitted upon its availability and no less than fourteen (14) days prior to the arrival date.
2. A final invoice based on the number of participants (when applicable) and expenses incurred will be sent to the User indicating all payments received and balance due, if any. Any balance due must be paid to Institution within thirty (30) days of billing.

FACILITIES USE AGREEMENT

ADDENDUM FOR COMMERCIAL LEASES AND RESEARCH FACILITIES

Hazardous materials and waste. User shall not make such uses of the Facility as result in the generation of hazardous materials or hazardous waste without further written agreement of Institution.

Deposit for Damage to Facility. User shall reimburse Institution for any damage, clean-up or waste-related expenses incurred by Institution, including disposal, shipping, damages, equipment repair and/or replacement and/or other costs or penalties resulting from User's use of the Facility. User shall submit a separate damage deposit of \$_____, which shall be applied toward the costs of any Institution expenses beyond reasonable wear and tear that may result from the use of the Facility by User. User's liability for damages shall not be limited to the amount of its damage deposit. Any unused portion of the User's damage deposit shall be returned to User.

Ownership and Intellectual Property Rights. Intellectual property developed solely by employees or agents of User in the Facility shall be the exclusive property of User.

Intellectual Property jointly developed by employees and/or agents of User and employees, agents and/or students of Institution in the Facility shall be jointly owned by User and Institution. Disposition of such jointly owned intellectual property shall be determined by the terms of a separate agreement between the parties. Nothing in the foregoing grants any rights to Institution's share of any jointly held intellectual property to User. In the case of intellectual property developed by User which constitutes an improvement or new method of use with respect to equipment within the Facility, User hereby grants to Institution a perpetual, royalty-free right and license to use such intellectual property in combination with such equipment.

Compliance. Prior to commencing any activities in the Facility that require special permits, licenses or certifications, User shall obtain any such necessary permits, licenses or certifications at their expense and shall provide copies to Institution.

Institution reserves the right, at its sole discretion, to determine and monitor the manner of User's compliance for any matter pertaining to use of the Facility. User shall permit unannounced access to the Facility by Institution personnel in order to ensure compliance with this Agreement and any applicable laws, regulations or ordinances.

Authorized Users. User shall not permit the Facility to be accessed or used by any person who is not an employee, agent or others acting on its behalf without prior written approval from an authorized Institution official. For the avoidance of doubt, under no circumstances shall the User's use rights in the Facility be extended to unrelated organizations or parties

for any purpose except as shall be specifically authorized by Institution. In the event such authorization is given and unless otherwise agreed, any such approved use shall be subject to and governed by the terms and conditions of this Agreement and shall remain the responsibility of the User. Institution shall receive a list of all authorized User employees, agents, or others acting on its behalf who are expected to use the Facility and Institution reserves the right to deny entry to the Facility, at its sole discretion, to any User personnel who Institution believes represents a safety or security risk to Institution.

Additions or Modifications to the Facility. Institution shall own all permanent modifications, alterations and additions made to the Facility, whether made by User or Institution. User may furnish non-permanent equipment, tooling, test apparatus or other materials necessary for its use of the Facility, and such items shall remain the property of User. Institution shall not be responsible for any loss or damage to such items however occasioned. At the termination of this Agreement, User shall remove all such non-permanent materials from the Facility, and User shall return the Facility to Institution's control in its original condition except for normal wear and tear.

[If applicable: **Joint Use.** If the Facility is used by both User's and Institution's personnel, User shall consult with [designate Institution personnel] regarding scheduling to avoid conflicts in the use of the Facility. In the event of an unavoidable conflict, Institution uses related to research, teaching, and education shall take precedence.]

Export Controls. User shall comply with United States laws and regulations controlling the export of technical data, computer software, laboratory prototypes, and all other export controlled commodities. User shall not, directly or indirectly, re-export any controlled commodities to which it gains access under this Agreement, unless the required authorization and/or license is obtained from the proper government agency(ies) prior to export. User shall guarantee to the best of its ability that the purpose of its use of the Facility, as described in Exhibit B, will not include the participation, at any level, of companies and/or persons on the U.S. Government Consolidated Screening List (http://export.gov/ecr/eg_main_023148.asp).

APPENDIX A

Release and Waiver of Liability, Indemnification, Hold Harmless, and Assumption of the Risks

IN CONSIDERATION of being given the opportunity to participate in (Program), I

_____ do hereby represent and agree:

1. I ACKNOWLEDGE that I understand the nature of the Program, and that I am in good health and proper physical condition to participate in the Program and all activities relating to or arising out of the Program.

2. I FULLY UNDERSTAND that:

(a.) The Program involves risks and dangers of serious bodily injury, including permanent disability, paralysis and death ("Risks"), including but not limited to the following:

_____;

(b.) these Risks and dangers may be caused by my own actions, or inactions, the actions or inactions of others participating in the Program, the condition in which the Program takes place, or the negligence of the Releasees named below;

3. I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation in the Program;

4. I AGREE that if I observe any condition which I consider to be unacceptably hazardous or dangerous, I will notify the proper authority in charge and will refuse to take part in the Program until the condition has been corrected to my satisfaction;

5. I RELEASE, HOLD HARMLESS, DISCHARGE, AND COVENANT NOT TO SUE

_____, its administrators, directors, agents, officers, volunteers and employees, (the Releasees) from and against all claims, demands, actions, and causes of action for damages I may have due to personal injury, death, or property damage arising from my participation in the Program, whether or not the result of negligent acts or omissions on the part of the Releasees;

6. I DEFEND, INDEMNIFY, AND HOLD HARMLESS _____, its administrators, directors, agents, officers, volunteers and employees from and against all claims, demands, actions, and causes of action for damages sustained or incurred by anyone other than me due to personal injury, property damage or death, arising from my participation in the Program, whether or not the result of negligent acts or omissions on the part of _____, its administrators, directors, agents, officers, volunteers or employees.

7. I INDEMNIFY, REIMBURSE, and HOLD HARMLESS _____ for any damage to the property of _____ caused by my participation in the Program.

I have read this agreement, fully understand its terms, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Participant: _____ Date: _____

Print Name: _____